

OFFICE OF THE GENERAL COUNSEL  
Division of Operations-Management

MEMORANDUM OM 96-26

April 5, 1996

TO : All Regional Directors, Officers-in-Charge, and  
Resident Officers

FROM : B. Allan Benson, Acting Associate General Counsel

SUBJECT: Agreement Concerning Interregional Casehandling Assistance

Attached is the Agreement Concerning Interregional Casehandling Assistance which we have recently negotiated with the National Labor Relations Board Union. Please become familiar with these procedures and provide a copy of this Agreement to the NLRBU Local designee and any District Vice-President(s) within your Region.

The Agreement covers the procedures we will follow when casehandling assistance is deemed necessary on an ongoing basis through the transfer of a specified number of cases from one Region to another for a specific period. It does not include the day-to-day individual assistance or individual casehandling assignments such as taking an affidavit for another Region, or requesting a trial attorney, a decision writer, hearing officer, etc., which are routinely requested by the Region needing assistance through their Assistant General Counsel in the Division of Operations-Management.<sup>1</sup>

While the Agreement is intended to deal completely with the impact and implementation of the type of assistance described above, as you proceed with implementation of the Agreement, Section 3 does provide that the local parties may bargain about local matters consistent with the points of agreement contained in that Section.

If you have any questions regarding this matter, please contact your Assistant General Counsel.

B. A. B.

Attachment

cc: NLRBU

MEMORANDUM OM 96-26

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<sup>1</sup> These assignments will be made consistent with Footnote 58 of Article 35 at page 221 of the extended Field Professional Agreement, OM-95-79 at page 3, and the efficient use of District Specialists.

OFFICE OF THE GENERAL COUNSEL  
National Labor Relations Board  
and  
National Labor Relations Board Union  
Agreement Concerning Interregional Casehandling  
Assistance (Transfer of Cases)

The purpose of this agreement is to establish the procedures for expeditious inter-Regional casehandling assistance when casehandling assistance is deemed necessary on an ongoing basis through the transfer of a specific number of cases from one region to another for a specified period. In order to effect such assistance the parties agree as follows:

1. Management will notify the NLRBU President, as well as other members of the NLRBU's Executive Committee, of its intent to effect such assistance at least 2 weeks in advance of the intended implementation date and provide the following information:

- a. An explanation of its reasons for transferring the cases involved;
- b. Data and/or other information on which it relied;
- c. The estimated number of cases to be transferred to the assisting region;
- d. The anticipated implementation date; and
- e. The anticipated duration of such assistance.

2. Following the furnishing of the information referred to above in paragraph 1, the parties may discuss the planned assistance. Management will consider and evaluate any views advanced by the NLRBU and explain its reasons where such views are not adopted.

3. It is the intent of the parties that this Agreement cover fully all matters relating to the impact and implementation of inter-Regional casehandling assistance between the national parties; however, local unions and regional management shall, upon request, bargain about local impact and implementation of inter-Regional assistance consistent with the following points of agreement:

- a. The cases to be transferred, both "CA" and "CB" cases, normally will be susceptible to telephonic investigation;
- b. At the time the case is filed in the region to be assisted, that Regional Management, taking into consideration such factors as the nature of the case and the workload of the Region's staff members, initially will determine whether transfer of the case to the assisting region is appropriate;
- c. If, upon review of their own Regional Office case processing needs and staff workloads and availability, management of either the assisted or assisting regional office determine that a request for assistance cannot be accommodated, a case initially determined to be appropriate for transfer would not be transferred. The General Counsel retains the right to determine whether to transfer cases between regions based on the criteria stated above in paragraph b.
- d. When a case is transferred between regions, it will be processed as any case originally filed in the assisting region.

e. Regional management in the assisting region will initially attempt to assign transferred cases to volunteers. If volunteers are not forthcoming to whom the case can be assigned, cases will be assigned equitably and consistent with the region's normal practice.

f. Agents who are required to travel outside their Regional borders to process transferred cases shall be compensated for any and all travel and related expenses, including per diem, in accordance with governing Federal Travel Regulations. See also OM 95-84 and OM 95-79, page 3.

g. Agents providing assistance under this Agreement will record on their case logs any assignments of a transferred case, and such case will be counted toward the total number of cases handled by the Board Agent. Further, management will comment in the agents' appraisals regarding the agents handling of transferred cases (or assignments) to the same extent comment would have been made had the same been filed in the home region including recognition of an agent's having volunteered for such assignments.

h. The parties recognize that the transfer of cases under this Agreement may have the effect of increasing the work load and normal time for case processing of the staff members of the assisting region. Thus, in the event that the assisting agents' caseloads are adversely affected in terms of timeliness by rendering assistance under this Agreement, such assistance as well as any delays in assignment will be characterized as "extenuating circumstances" to the same extent a comparable case intake increase or delay in assignment in the home region would be characterized as "extenuating circumstances."

4. Except for allegations that the selection is in violation of Article 4, Sections 1(a), 2, 5, 7 or 12 of the Collective Bargaining Agreement covering field professionals or the terms of this Agreement, the selection of an employee to perform inter-Regional case handling assignments made under and consistent with this Agreement will not be subject to the grievance/arbitration procedures.

For the General Counsel

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/s/  
Ronald J. Watkins  
Deputy to the Assistant  
General Counsel  
Date: April 5, 1996

For the NLRBU

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/s/  
Lew Harris  
President  
  
Date: April 5, 1996